Mich. 497, 77 N. W. 13, 42 L. R. A. 407, 74 Am. St. Rep. 394, the evidence must show a deliberate, organized action on the part of at least more than one person, before such acts will constitute picketing. It is submitted that even conceding the truth of this objection, the holding of the majority should stand. The question in the case was whether or not the acts of the defendant were such acts as would violate the terms of the injunction, and so make him guilty of contempt. In HIGH, INJUNCTION, (3rd Ed.) § 1419, it is said: "Where proceedings in attachment are instituted to punish a defendant for breach of an injunction, the fact of his guilt must be clearly and explicitly established to the satisfaction of the court. But while the injunction must be implicitly obeyed, it is the spirit and not the strict letter of the mandate to which obedience is exacted * * *." The defendant here had not even obeyed the spirit of the injunction, much less the letter of it. The injunction in this case expressly prohibited picketing; but it also restrained all of the members of the union, including the defendant, as follows—"(a) From in any manner interfering with the employees of the complainant by way of threats, personal violence, intimidation or any other unlawful means calculated or intended to prevent such persons from entering or continuing in the employment of the complainant * * *." Why should the minority opinion confine its remarks to the subject of picketing, under such an injunction as this? Why could not the acts of the defendant have been considered as included under "intimidation?" *Vegelahn* v. *Gunter,* 167 Mass. 92, held that there might be a moral intimidation which is illegal. That, however, does not mean that for such intimidation to be illegal it must be picketing. Under the injunction in the principal case, intimidation by one of the members of the union was as much prohibited as was picketing or any other form of intimidation by the union as a body. This being so, the injunction was violated, and the defendant was rightly adjudged guilty of contempt.

INSURANCE—COMMENCEMENT OF RISK—CONSTRUCTION.—A fire insurance policy was issued to indemnify a railroad company from loss on cotton by reason of its liability as common carrier. The policy further provided that the insurance should attach from the issuance of the assured's bill of lading, and should terminate upon delivery. Cotton which was intended for immediate shipment was accepted by the railroad without the issuance of a bill of lading, the company holding the bales as they were delivered until a sufficient quantity should have been received to warrant a shipment. *Held,* that although the bill of lading was not issued until the cotton was burning, the insurer was liable, the railroad being liable as common carrier in the absence of the bill of lading. *Bennettsville & C. Ry.* v. *Glens Falls Insurance Co.* (S. C. 1913), 79 S. E. 717.

This remarkable result was achieved by the application of the rule that all ambiguities in an insurance policy are to be resolved in favor of the insured and against the insurer. *Liverpool, L. & G. Ins. Co.* v. *Kearney,* 180 U. S. 132, 45 L. Ed. 460. The court held that the provision as to a bill of lading referred to the delivery and acceptance of the goods by the carrier which they said could be proven in other ways than by a bill of lading. The case would seem to be an extreme one along the lines of liberal construction.

It is hard to see where any ambiguity existed. The provision with reference to the bill of lading by its express terms referred to the attachment of the insurance and although the carrier was already liable it was perfectly competent for the carrier to stipulate when its liability should commence.

INSURANCE—CONCEALMENT—RELEASE OF LIABILITY—SUBROGATION.—Plaintiff purchased from a railroad the lumber in a building which was to be demolished, and in the contract of sale he released the railroad from all liability for damage by fire caused by it. He insured his interest in the building in the defendant Company. The defendant thoroughly inspected the premises before writing the policy, but did not inquire as to the contract and the plaintiff made no statement of it. The policy provided that, "If the company shall claim that the fire was caused by the act or neglect of any person or corporation the company shall be subrogated to all the right of recovery by the insured for the loss resulting therefrom and such right shall be assigned to the company by the assured." Another clause in the policy avoided it if the assured concealed any material fact concerning the insurance or the subject thereof. *Held,* it was for the court to say whether the failure to mention the release was a material concealment under the terms of the policy, and under the facts of the case there was not sufficient evidence of bad faith to avoid the insurance. *Ensel* v. *Lumber Insurance Co.* (Ohio 1913), 102 N. E. 955.

The decision raises questions which are usually not necessary for the decision of such cases. An agreement, between a railroad company and the owner of property which stands on ground leased from the former, that the risk of all loss or damage by fire however caused is to be assumed by the insurer renders void a policy afterwards issued insuring such property and expressly stipulating for the right of subrogation. *Downes Farmers Warehouse Ass'n* v. *Pioneer Mutual Ins. Ass'n,* 41 Wash. 372, 83 Pac. 423; *Kennedy Bros.* v. *Ins. Co.,* 119 Iowa 29, 91 N. W. 831. See also *Fire Ass'n of Philadelphia* v. *LaGrange Compress Co.,* 50 Tex. Civ. App. 172, 109 S. W. 1134. The same has been held where the bill of lading under which the insured property was shipped stipulated that the carrier should have the benefit of any insurance carried. *Carstairs* v. *Mechanic's & T. Ins. Co.,* 18 Fed. 473. But see *Tate* v. *Hylsup,* L. R. 15 Q. B. Div. 368. In the principal case the court does not consider the above decisions but bases its holding upon the determination of the question whether there was such nondisclosure on the part of the assured as to avoid the policy. Under the pleadings it was necessary for the plaintiff to show actual fraud, of which there was no evidence, but the reasoning of the court involves the question of whether the failure of the assured to disclose the fact that the right of subrogation against any person has been destroyed amounts to the concealment of a material fact. The court held that it did not concern the risk directly but rather concerned the separate contract of subrogation, and whether it was a material concealment was a question for the court. The same question was directly involved in *Pelzer Manufacturing Co.* v. *Sun Fire Ins. Co. et al.,* 36 S. C. 213, 15 S. E. 562 on substantially similar facts. The court held that whether the failure to disclose the release was a concealment of a material fact was a question for